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|--|--|---|--|--|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |  |   |  | 1. Contract ID Code<br>Firm-Fixed-Price  |  | Page 1 Of 3  |  |
| 2. Amendment/Modification No.<br><br>P00010  |  | 3. Effective Date<br><br>2004JUL12  |  | 4. Requisition/Purchase Req No.<br><br>SEE SCHEDULE  |  | 5. Project No. (If applicable)   |  |
| 6. Issued By<br>TACOM WARREN<br>AMSTA-AQ-ATBC<br>JACK BROWN (586)574-6309<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br>EMAIL: BROWNJ@TACOM.ARMY.MIL  |  | Code<br>W56HZV  |  | 7. Administered By (If other than Item 6)<br>DCMA VIRGINIA<br>10500 BATTLEVIEW PKWY<br>SUITE 200<br>MANASSAS VA 20109-2342 |  | Code<br>S2404A   |  |
|  |  |   |  | SCD C PAS S2404A3903AS ADP PT HQ0338   |  |  |  |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>AMERICAN TRUCK CO. LLC.<br>2010 CORPORATE RDG SUITE 700<br>MCLEAN, VA. 22102<br><br>TYPE BUSINESS: Large Business Performing in U.S.  |  |   |  | <input type="checkbox"/>   |  | 9A. Amendment Of Solicitation No.                                      |  |
|  |  |   |  | <input type="checkbox"/>   |  | 9B. Dated (See Item 11)  |  |
|  |  |   |  | <input checked="" type="checkbox"/>  |  | 10A. Modification Of Contract/Order No.<br>DAAE07-03-C-S114            |  |
|  |  |   |  | <input type="checkbox"/>   |  | 10B. Dated (See Item 13)<br>2004JAN05                                  |  |
| Code 1ZHP7   |  | Facility Code   |  |  |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |  |   |  |  |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers<br><input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |  |  |
| 12. Accounting And Appropriation Data (If required)<br>NO CHANGE TO OBLIGATION DATA  |  |   |  |  |  |  |  |
| <b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>   |  |   |  |  |  |  |  |
| KIND MOD CODE: B<br>It Modifies The Contract/Order No. As Described In Item 14.  |  |   |  |  |  |  |  |
| <input type="checkbox"/>   |  | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A.  |  |  |  | The Changes Set Forth In Item 14 Are Made In                           |  |
| <input checked="" type="checkbox"/>  |  | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |  |  |  |  |
| <input type="checkbox"/>   |  | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  |  |  |  |  |  |
| <input type="checkbox"/>   |  | D. Other (Specify type of modification and authority)   |  |  |  |  |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.   |  |   |  |  |  |  |  |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  |  |   |  |  |  |  |  |
| SEE SECOND PAGE FOR DESCRIPTION  |  |   |  |  |  |  |  |
| Contract Expiration Date: 2009DEC30  |  |   |  |  |  |  |  |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |  |   |  |  |  |  |  |
| 15A. Name And Title Of Signer (Type or print)  |  |   |  | 16A. Name And Title Of Contracting Officer (Type or print)<br>GLORIA MCCracken<br>MCCRACKG@TACOM.ARMY.MIL (586)574-6524    |  |  |  |
| 15B. Contractor/Offeror<br><br>(Signature of person authorized to sign)  |  | 15C. Date Signed  |  | 16B. United States Of America<br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer)                               |  | 16C. Date Signed<br><br>2004JUL12                                      |  |
| NSN 7540-01-152-8070<br>PREVIOUS EDITIONS UNUSABLE   |  |   |  | 30-105-02  |  | STANDARD FORM 30 (REV. 10-83)<br>Prescribed by GSA FAR (48 CFR) 53.243 |  |

|   |   |                           |
|---|---|---------------------------|
| <b>CONTINUATION SHEET</b>                                     | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE07-03-C-S114 <b>MOD/AMD</b> P00010 | <b>Page</b> 2 <b>of</b> 3 |
| <b>Name of Offeror or Contractor:</b> AMERICAN TRUCK CO. LLC. |   |                           |

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this administrative modification P00010 is to extend through August 16, 2004 the authorization for removal and use of MTTC truck number 11 for off-site testing, which was approved by Modification P00009.
2. SECTION H - Clause H-15 entitled "Government Furnish Property" is hereby revised as set forth on the attached Continuation Sheet which is to be marked page 74f and is hereby substituted in the contract for page 74f.
3. Other than provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.
4. As a result of this modification, the total contract amount remains unchanged.

|   |   |                           |
|---|---|---------------------------|
| <b>CONTINUATION SHEET</b>                                     | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE07-03-C-S114 <b>MOD/AMD</b> P00010 | <b>Page</b> 3 <b>of</b> 3 |
| <b>Name of Offeror or Contractor:</b> AMERICAN TRUCK CO. LLC. |   |                           |

H-14 52.245-4 -- Government-Furnished Property (Short Form) (June 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when --

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except --

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of Clause)

H.15 GOVERNMENT FURNISH PROPERTY -

H.15.1 The contractor is authorized to remove and use MTTC truck number 11 for off-site testing from June 9, 2004 through August 16, 2004\*.

H.15.2 The contractor is fully responsible for all costs associated with the movement of this vehicle to the test site and return; all testing and for any and all damage to the MTTC truck during this time away from the Ft Wayne plant.

H.15.3 Upon completion of testing, the contractor shall refurbish the MTTC truck to "like new" condition prior to shipment of the vehicle to its final destination, at no additional cost to the Government.

This page changed by modification P00010. \*Asterisk denotes change

\*\*\* END OF NARRATIVE A 010 \*\*\*